

AT-WILL EMPLOYMENT AGREEMENT-PDW

(For Use by Employee Participating in the Self-Administered Services)

PARTIES: This Employment Agreement is between :

(*Name of Person receiving services [Person]/Person's Representative*)
("EMPLOYER")

AND ("EMPLOYEE")

Name: _____

Address: _____

SSN #: _____

EMPLOYEE has been retained to provide services to EMPLOYER. Identified below are the service(s) that the EMPLOYEE may be authorized and certified to provide at the direction of the EMPLOYER. Also listed below are the current rates of payment for authorized services.

☐ Personal Attendant Care (PA1) \$_____ per hour

As a condition of providing services under this Agreement, EMPLOYEE represents and/or agrees to the following:

1. The EMPLOYEE is trained to competence to provide the service for which they are hired and are certified to provide limited services to EMPLOYER. (As per Application for Certification, Form 2-9C)
2. The employee shall be employed "at-will" by the employer. Employment at will means that employee may quit at any time for any or no reason, just as employer may discharge employee at any time for any or no reason. This at-will status may not be altered on behalf of employer by any oral statement or promise by anyone.
3. EMPLOYEE shall comply with applicable Administrative Rule as directed by the EMPLOYER and Division of Services for People with Disabilities (Division). In addition, the EMPLOYEE shall adhere to the terms in the Department of Human Services Code of Conduct (Attachment B). EMPLOYEE acknowledges and agrees that the DIVISION reserves the right to change its Administrative Rule at any time for any reason.
4. EMPLOYEE shall adhere to the requirements and responsibilities outlined in the Support Strategies of the DSPD enrollee being served. EMPLOYEE shall review the prohibited Behavior Support procedures outlined in R539-3-10.
5. Pursuant to R539-1-4(13), if an order by the Legislature or the Governor; a federal or state law reduces the amount of funding to the DIVISION; or if the Executive Director of DHS reduces the funds available to the DIVISION, this may change the terms of employment (including rate of

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compensation). Any additional hours of service EMPLOYEE is asked by the Employer to provide, outside this Agreement, are rendered under the Employer's personal authority, accountability, and full liability, and with the full compensation for such additional hours being the sole responsibility of the Employer.

6. EMPLOYEE fully disclosed any convictions from a criminal offense other than a traffic violation. EMPLOYER accepts full responsibility of receiving services from someone who has a prior conviction.
7. EMPLOYEE is eighteen (18) years of age or older.
8. Valid Drivers License? Does the Employee possess a currently valid driver's license of a class that permits driving other persons? Yes___ No___
Employees without a valid and appropriate Drivers license may not transport individuals in connection with their employment responsibilities, AT ANY TIME.
9. EMPLOYEE will sign and submit to the EMPLOYER, on a regular basis, accurate timesheets of all services rendered, including the type of service rendered, the date, and the number of service hours delivered (to the nearest ¼ hour when paid per ¼ hour).
10. The funds used to pay EMPLOYEE for services rendered under this Agreement are public funds and that the submission of false information on timesheets may subject EMPLOYEE to criminal action, in addition to administrative sanctions and/or liability for repayment of any funds received.
11. Except as may be prohibited by law, EMPLOYEE must promptly repay any overpayment to EMPLOYER, regardless of fault.
12. Worker's Compensation insurance IS / IS NOT (**Employer must circle one**) provided, under this Agreement.
13. The services EMPLOYEE will be providing ARE/ARE NOT (**Employer must circle one**) Medicaid reimbursable services.
14. When employed to provide care or services for which Medicaid reimbursement will be claimed, the EMPLOYEE must:
 - a) Be aware of and comply with all appropriate and applicable Medicaid policies and procedures, and state and federal rules and regulations in effect when services are rendered;
 - b) Provide care and services as authorized by the assigned Support Coordinator in accordance with all applicable Medicaid regulations and policies;

AT-WILL EMPLOYMENT AGREEMENT-PDW

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- c) Utilize a fiscal agent to submit claims for services in accordance with the Medicaid policy in effect at the time of service;
- d) Not bill the employer or otherwise attempt to collect payment for services except as specifically permitted by Medicaid policy and to accept payment or claims adjudication from the Department of Health, as the State Medicaid Agency, as payment in full for services rendered;
- e) Accept the status of independent contractor to the State Medicaid Agency without authorization, express or implied, to bind the Department of Health or the State of Utah to any agreement, settlement, liability or understanding whatsoever;
- f) Indemnify and hold harmless the Department of Health for any claims arising out of work performed by employee under authority of this agreement;
- g) Not disclose information concerning the care or services given to the Medicaid recipient or other Medicaid recipients except as specifically allowed by state and federal laws and regulations.

BACKGROUND SCREENING and CLEARANCE

15. Under Utah law, employees who do not possess a current and valid background check cannot be paid using public funds (see Section 62A-5-103.5 UCA at:

http://le.utah.gov/~code/TITLE62A/htm/62A05_010305.htm) Employee must be successfully background cleared by the Utah Department of Human Services/Office of Licensing (DHS/OL) and must maintain continuous background clearance by renewing their background clearance within one year of the date of original clearance issued by DHS/OL and annually thereafter. Employee who does not possess a current and valid background clearance issued by DHS/OL at hire may work under the direct supervision (uninterrupted auditory and visual surveillance of the person performing the work by the person providing the supervision) by an individual possessing a current and valid background clearance issued by DHS/OL provided that the direct service worker has submitted the information required for a background check pursuant to Section 62A-2-120, UCA (http://le.utah.gov/~code/TITLE62A/htm/62A02_012000.htm). Under no

circumstances will the employee be paid by DHS/DSPD for work performed during times when s/he does not possess a current and valid background clearance issued by DHS/OL after the first thirty (30) days of employment.

I acknowledge that the Utah Department of Human Services, Division of Services for People with Disabilities ("The Division") does not require the EMPLOYER to provide any insurance coverage to compensate me if I am injured during the course of this employment. I also acknowledge that The Division (the State agency authorizing Medicaid services) is not responsible for the actions of EMPLOYER and will claim governmental immunity for any harm or damages that I may incur during the course of my employment pursuant to this Agreement.

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By my signature, I certify that I have read and agree to be bound by the terms of this Agreement. I acknowledge that my failure to abide by this Agreement may result in the loss of employment with EMPLOYER. I further acknowledge either party, with or without cause, may terminate this Agreement at any time.

EMPLOYEE

DATE